

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX

In the matter of:)	
Coast Wood Preserving, Inc.,)	
Harold W. Logsdon,)	
Joyce J. Logsdon,)	CERCLA Docket No. 95-06
Cordes P. Langley, and)	
Marie J. Langley,)	
Respondents.)	ADMINISTRATIVE ORDER
)	ON CONSENT
Proceeding Under Section 122(h)(1))	
of the Comprehensive Environmental)	
Response, Compensation and Liability)	
Act of 1980 (42 U.S.C. § 9622(h)(1)))	
as amended by the Superfund)	
Amendments and Reauthorization)	
Act of 1986)	

This Administrative Order on Consent ("AOC" or "Order") is issued by the United States Environmental Protection Agency ("EPA") and is agreed to by Coast Wood Preserving, Inc. ("CWP"), Harold W. Logsdon, Joyce J. Logsdon, Cordes P. Langley, and Marie J. Langley (collectively "Respondents"). The purposes of this Order are: (1) for EPA to recover past response costs incurred and, as provided by paragraph 5 below, future response costs to be incurred by the United States at or in connection with the Coast Wood Preserving Superfund Site ("Site") in Ukiah, California; (2) to provide for the establishment of a trust fund by Respondents for the payment of future response costs to be incurred at or in connection with the Site; and (3) to resolve the liability of the Respondents for such costs.

EPA is authorized to enter into this Order pursuant to the authority vested in the Administrator of the EPA by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("CERCLA"), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D (Sept. 13, 1987), and redelegated to the Director, Hazardous Waste Management Division, EPA Region IX.

WHEREAS, EPA alleges that hazardous substances as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), are present at the Site and that such hazardous substances have been or are threatened to be released into the environment from the Site;

WHEREAS, EPA alleges that the Site is a "facility" as defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9);

WHEREAS, EPA alleges that such releases or threatened releases required response action to be undertaken at the Site

pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, and will require further response action to be undertaken in the future;

WHEREAS, EPA alleges that it has incurred past response costs at or in connection with the Site of at least \$200,000.00 through February 28, 1994, including accrued interest pursuant to Section 107(a) of CERCLA, and that further response costs will be incurred in the future;

WHEREAS, EPA alleges that the Respondents are liable parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and are jointly and severally liable for response costs incurred and to be incurred at or in connection with the Site;

WHEREAS, the Attorney General or her designee has issued prior written approval of the settlement embodied in this Order pursuant to Section 122(h)(1) of CERCLA; and

WHEREAS, EPA and the Respondents desire to settle certain claims arising from the Respondents' alleged involvement with the Site without litigation and without the admission or adjudication of any issue of fact or law;

NOW, THEREFORE, in consideration of the promises herein, and intending to be legally bound hereby, it is ordered and agreed as follows:

1. This Order shall be binding upon EPA and shall be binding upon the Respondents and their successors and assigns. Each signatory to this Order represents that he or she is fully authorized to enter into the terms and conditions of this Order and to bind legally the party represented by him or her. The Respondents agree to undertake all actions required by this Order. The Respondents consent to the issuance of this Order and will not contest EPA's authority to enter into this Order or to implement or enforce its terms. Respondents participation in this Order shall not be deemed to be an admission of liability as to any of the facts asserted herein by EPA.

2. The Respondents agree to pay to the Hazardous Substance Superfund a total of \$161,000.00, in reimbursement of EPA's past costs under the following terms: 1) \$100,000.00 shall be paid within ten (10) days of the effective date of this Order; and 2) the remaining \$61,000.00 shall be paid in equal installments of \$30,500.00, plus interest accrued on all unpaid balances at the rate specified for interest on investments of the Hazardous Substance Superfund in accordance with 42 U.S.C. § 9607(a), over the succeeding two years after the effective date of this Order. "Past Response Costs" shall mean those costs incurred by EPA relating to the Site prior to and including February 28, 1994.

3. The Respondents' payments shall be made by checks made payable to "EPA-Hazardous Substance Superfund." The Respondents may submit their payments by one or more checks, but they are jointly and severally liable for payment of all amounts due under this Order. The check(s) shall reference the name and address of the Respondents, the site name and identification number, and the EPA docket number for this action and shall be sent by the Respondents to:

EPA Region IX
ATTN: Superfund Accounting
P.O. Box 360863M
Pittsburgh, PA 15251

4. The Respondents shall simultaneously send a copy of the check(s) to:

Andrew Lincoff
Mail Code H-6-5
U.S. Environmental Protection Agency, Region IX
75 Hawthorne Street
San Francisco, CA 94105

In addition, unless otherwise notified by EPA or specified herein, all other correspondence and notifications to EPA required by or pertaining to this Order or the Trust Fund shall be sent to the above address.

5. Respondents agree to pay all Future Response Costs incurred by EPA relating to the Site in accordance with the terms of this paragraph and paragraph 9(k). "Future Response Costs" shall mean all costs incurred by EPA relating to the Site from and after March 1, 1994, including but not limited to indirect costs and oversight costs. "Future Response Costs" as defined in this Section shall not include any amounts that Respondents have paid into the Trust Fund pursuant to Paragraph 6 of this Order. As long as EPA is not the "lead agency" as defined by 40 C.F.R. § 300.5 and any amendments thereto, Respondents shall be required to reimburse EPA no more than \$3,000.00 in "future response costs" in any given year up to and including the year of completion of the soil remediation at the Site. This limitation shall not apply if EPA becomes the "lead agency," as defined by 40 C.F.R. § 300.5 and any amendments thereto, at the Site. Should EPA's "future response costs" exceed \$3,000.00 in any given year, all costs in excess of \$3,000.00 shall be included in the following year's future response costs. At the completion of the soil remediation at the Site, Respondents agree to pay all unreimbursed future response costs to the extent provided by paragraph 9(k). EPA shall provide a cost summary of its response costs incurred to Respondents no more often than annually, in the form of EPA's Agency Financial Management System cost summary data (SPUR Report). Respondents reserve the right to demonstrate that EPA's cost summary contains accounting errors. Any such

disputed costs shall be resolved in accordance with the dispute resolution provision contained in Section 14 of this Order. The Respondents shall reimburse EPA for all other response costs identified in the cost summary within thirty (30) days from Respondents' receipt of the cost summary, in accordance with the procedures set forth in Paragraphs 3 and 4 of this Order.

6(a). Within ten (10) days of the effective date of this Order, as required by the Record of Decision (ROD) issued by EPA dated September 29, 1989, Respondent Coast Wood shall establish a Trust Fund for the purposes of: (1) paying the costs of future response action(s), including but not limited to soil remediation, to be conducted at the Site in accordance with the ROD and any future amendments thereto; and (2) reimbursing EPA and the California Department of Toxic Substances Control ("DTSC") for any unreimbursed response costs, as provided in Section 9(k) of this Order. The total amount of principal the Respondent Coast Wood is required to place into the Trust Fund shall be five hundred thousand dollars (\$500,000). The Trust Fund shall be funded in installment payments, as set forth in subparagraph (b) of this paragraph. In the event Respondents establish that no federally insured financial institution is willing to serve as Trustee for the Trust Fund, the parties may select a mutually agreeable independent third party to act in this capacity. Should the Coast Wood Preserving facility cease wood-treating operations prior to December 31, 2003, it shall remain liable for continuing to make the remaining annual installment payments into the Trust Fund until the full amount of the principal is funded. In the event Respondent Coast Wood fails at any time to make any payment in the amount or within the time frames set forth in this paragraph, the missed payment and all remaining installment payments listed in this paragraph shall become due and payable immediately by Respondent Coast Wood.

(b) Within either ten (10) days of the effective date of this Order, or the time when Respondent CWP's next \$50,000 payment would be due to the Certificate of Deposit (Wells Fargo Bank, N.A., account number 1256-066119-001, in Turlock, California), which ever is later, but in no event later than December 31, 1994, Respondent CWP shall pay into the Trust Fund \$50,000 in principal. Respondent CWP shall thereafter, on an annual basis, make annual payments of \$50,000 into the Trust Fund until such time as the principal amount of the Trust Fund required by paragraph 6(a) is fully financed. The Respondent CWP shall be permitted to use the total amount of principal and accrued interest on the current Certificate of Deposit account established by Respondent Coast Wood (Wells Fargo Bank, N.A., account number 1256-066119-001, in Turlock, California) as a portion of the principal to be paid into the Trust Fund. The total amount of principal and accrued interest on the current Certificate of Deposit shall be transferred to the Trust Fund within ten (10) days after the expiration of the current terms of

current terms of the Certificate of Deposit account.

7. Respondents represent that there exists no mortgage or other known encumbrances on the title to the property which comprises the Site. As assurance of Respondents' ability to fund the total principal amount of the Trust Fund set forth in Paragraph 6(a) above (\$500,000), Respondents agree to the United States filing a lien on the Site property pursuant to section 107(1) of CERCLA in the full amount required to be placed into the Trust Fund and that this agreement shall serve as notice of the filing of such lien as required by section 107(1)(3). In the event other encumbrances presently not known to Respondents exist on the Site property, Respondents agree to provide financial assurances of their ability to fund the total principal amount of the Trust Fund in some other means mutually agreeable to the parties. If Respondents are required to provide financial assurances other than the lien mentioned above, Respondents may reduce the amount of financial assurance required to be maintained by this Paragraph each year by the amount of the payment made to the Trust Fund after such payment has been made pursuant to subparagraph 6(b) above. EPA may, after consultation with DTSC, disapprove the financial assurance mechanism presented if in EPA's determination, after consultation with DTSC, it does not provide adequate assurance that Respondents are able to fund the total amount of principal remaining to be funded in the Trust Fund. Respondents shall thereafter submit an alternative financial mechanism to EPA within ten (10) days of EPA's notice of disapproval of the prior financial assurance mechanism. If Respondents fail to submit an alternative financial assurance mechanism for EPA's approval within ten (10) days of notification of EPA's disapproval, Respondents shall be deemed to be in violation of this Order. If EPA, after consultation with DTSC, disapproves the alternative financial assurance mechanism submitted by Respondents, Respondents shall have 10 days to correct any deficiencies. If Respondents fail to correct any such deficiencies within the 10 day period, Respondents shall be deemed to be in violation of this Order and penalties shall accrue as provided in paragraph 12 of this Order. Penalties shall continue to accrue until such time as Respondents cure the deficiencies regarding the alternative financial mechanisms disapproved by EPA pursuant to this paragraph. EPA agrees to stay imposition of any penalties due as a result of the failure to provide an acceptable alternative financial assurance mechanism provided Respondents continue to make timely payments to the Trust Fund. Should Respondents fail to make timely payments to the Trust Fund, the EPA may seek all penalties which have accrued from the date Respondents were otherwise required to cure any deficiencies regarding their proposed alternative financial mechanisms pursuant to the paragraph.

8. Upon or prior to the effective date of this Order, Respondents shall (1) provide to EPA for approval, after

consultation with DTSC, a draft copy of the instrument establishing the Trust Fund ("Trust Agreement"), primarily to ensure that the trust funds will be managed as set forth by this Order, and (2) notify EPA and DTSC of the identity and qualifications of the Trustee(s). Neither EPA nor DTSC, through their approval of and/or concurrence in the terms and conditions of the Trust Agreement, guarantees the monetary sufficiency of the Trust Fund nor the legal sufficiency of the Trust Agreement.

9. The Trust Agreement shall, at a minimum, provide that:

(a) DTSC shall be the Primary Beneficiary, and the United States Environmental Protection Agency shall be the Third-Party Beneficiary;

(b) The Trustee shall be an independent third party, neither related to nor employed by any Respondent;

(c) All funds must be invested in insured, or federally issued, fixed income securities;

(d) Principal and interest must be held in a suitable account with a financial institution that is insured by the FDIC or a solvent state insurance agency;

(e) The Trustee must provide either annual or quarterly accounting statements to EPA Region IX and DTSC. As to EPA Region IX, such correspondence should be sent to:

Andrew Lincoff
Mail Code H-6-5
U.S. Environmental Protection Agency, Region IX
75 Hawthorne Street
San Francisco, CA 94105

As to DTSC, all correspondence should be sent to:

Barbara Cook, Site Mitigation Branch Chief
California Department of Toxic Substances Control
Region 2
700 Heinz Avenue, Suite 200
Berkeley, California 94710;

(f) All orders, instructions, requests for payment, etc., to the Trustee shall be in writing, and the Trustee shall promptly provide copies to EPA and DTSC. With respect to requests for payments from the Trust Fund, the Trust Agreement shall further provide that:

(i) All requests for payments by Respondents from the Trust Fund shall specifically itemize all costs for which payment is requested. The itemization shall include sufficient

detail to document to EPA and DTSC that the costs incurred are consistent with the National Contingency Plan, 40 CFR § 300 et seq., and the Record of Decision ("ROD") for the Site; and

(ii) After receipt of a request for payment, the Trustee shall provide written notification and a copy of the itemized request for payment to EPA Region IX, at least thirty (30) days in advance of any payment from the Trust Fund. Upon request by EPA and/or DTSC, the party requesting payment shall provide additional documentation of such costs.

(g) If, pursuant to an Order or agreement with DTSC, the Respondents conduct future remedial actions at the Site required by the ROD and any amendments thereto, the Respondents may submit requests for payment from the Trust Fund through DTSC. All such requests for payment are subject to the requirements set forth in subsection 9(f) of this Order;

(h) The Trustee is not authorized to make any payments to Respondents from the Trust Fund pursuant to subsection 9(g) of this Order if: 1) Respondents have failed to make any payment required by Paragraphs 2, 5, or Respondent Coast Wood has failed to make any payment required by paragraphs 6(a), and 6(b) of this Order; or 2) EPA and/or DTSC determines that the costs being sought were not incurred in a manner consistent with the NCP, 40 C.F.R. § 300 et seq.;

(i) As long as the California Department of Toxic Substances Control remains the "lead agency" for the Site, as defined in 40 C.F.R. § 300.5 and any amendments thereto, DTSC may draw upon the amount in the Trust Fund to pay costs incurred in performing response action(s) at the Site; provided, however, that in the event that EPA becomes the lead agency for the Site, DTSC may no longer draw upon the Trust Fund. Should EPA become lead agency pursuant to this subparagraph, Respondent Coast Wood shall continue to be able to request payment from the Trust Fund, in accordance with paragraphs 9(f)(i) and 9(g), for all response actions it performs at the Site. If at any time after EPA becomes lead agency at the Site, Respondent Coast Wood fails to perform any response action required by the ROD and any future amendments thereto, and EPA is required to perform the same, EPA may direct the Trustee to transfer all amounts remaining in the Trust Fund to a Hazardous Substance Superfund Special Account pursuant to section 122(b)(3) of CERCLA, to be used to pay response costs incurred by EPA relating to the Site;

(j) Respondents shall bear all costs related to the establishment and maintenance of the Trust Fund. Any interest earned on the Trust Fund shall be included in the Trust Fund to be used to pay costs incurred in performing response action(s) as set forth herein; and

(k) Upon completion of the soil remediation and any other response action at or in connection with the Site, including without limitation, all response actions required by the ROD and any amendments thereto, any funds remaining in the Trust Fund shall be disbursed as follows: First, to EPA or DTSC, whichever agency is the "lead agency," as defined by 40 C.F.R. § 300.5 and any amendments thereto, at the time of completion of all response actions at or in connection with the Site, in payment of response costs incurred which have not been reimbursed by the Respondents. Second, to the extent any funds remain after reimbursement to the lead agency, to EPA or DTSC, whichever is not the "lead agency," as defined by 40 C.F.R. § 300.5 and any amendments thereto, at the time of completion of all response actions at or in connection with the Site, in payment of response costs incurred which have not been reimbursed by the Respondents. Third, any funds remaining in the Trust Account following payment of EPA and State costs shall be refunded to Respondent Coast Wood. In the event that the payments required by paragraph 5 and/or the amount of the Trust Fund proves insufficient to reimburse the United States its total future costs at the Site, the United States, by this agreement, reserves its rights to seek recovery of these costs in the future.

10. Any disputes between EPA and DTSC relating to the Trust Fund, including but not limited to payments from the Fund pursuant to subsection 9(f) of this Order, shall be resolved pursuant to the Multisite Cooperative Agreement (MSCA) governing the Coast Wood Preserving Site, and any other applicable regulations, including but not limited to 40 CFR § 31.70.

11. In the event that any payment required by Respondents by Paragraphs 2, 5, or any payment required by Respondent Coast Wood under paragraphs 6(a) and 6(b) of this Order is not made when due, interest shall accrue on the unpaid balance from the due date through the date of payment, at the rate specified for interest on investments of the Hazardous Substance Superfund in accordance with 42 U.S.C. § 9607(a). In addition, if any payment required by Paragraphs 2, 5, or any payment required by Respondent Coast Wood under paragraphs 6(a) and 6(b) are not paid by the required date, the Respondents shall pay to EPA, as a stipulated penalty, \$100 per day that such payment is late. Stipulated penalties are due and payable within thirty (30) days of the Respondents' receipt from EPA of a demand for payment of the penalties. All payments to EPA under this Paragraph shall be made in accordance with the requirements of Paragraphs 3 and 4 of this Order. Penalties shall accrue as provided above regardless of whether EPA has notified the Respondents of the violation or made a demand for payment, but need only be paid upon demand.

12. In addition to any other remedies or sanctions available to EPA, any Respondent who fails or refuses to comply with any term or condition of this Order shall be subject to

enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3), and to civil penalties pursuant to Sections 122(l) and 109 of CERCLA, 42 U.S.C. §§ 9622(l) and 9609. If the United States must bring an action to collect any payment required by this Agreement, the Respondents shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

13. Subject to Paragraph 15 of this Order, upon payment of the amount specified in Paragraph 2 of this Order, EPA agrees that the Respondents shall have resolved any and all civil liability to EPA under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for reimbursement of EPA's Past Response Costs incurred at or in connection with the Site as of February 28, 1994. Subject to Paragraph 15 of this Order, upon payment by Respondents of the Future Response Costs billed by EPA pursuant to Paragraph 5 above, and upon payments by Respondent Coast Wood into the Trust Fund pursuant to Paragraph 6 above, the Respondents shall also have resolved any and all civil liability to EPA under Section 107(a) of CERCLA for the specific amounts paid.

14. (a) Any disputes concerning the United States' Future Response Costs, payable pursuant to the terms of Paragraph 5, shall be resolved in the following manner. Within thirty (30) days from receipt of EPA's cost summary SPUR Report, Respondents shall notify the EPA contact listed in Paragraph 4 of their objections to EPA's costs. Respondents' objections shall be made in writing and shall define the dispute, state the basis of Respondent's objections, and be sent certified mail, return receipt requested. EPA shall not be obligated to provide additional cost documentation beyond the SPUR Report, but may do so at its discretion. All costs not disputed shall be paid pursuant to Paragraph 5 of this Order. EPA and the Respondents shall have fourteen (14) days from the date of EPA's receipt of Respondents' objections to reach agreement on the disputed costs. EPA may extend this period as needed. If an agreement is reached, Respondents' shall pay the agreed amount within fourteen (14) days after the date of such agreement.

(b) If an agreement is not reached within said time period including extensions, EPA or Respondents may request a determination by EPA Region IX's Deputy Director for Superfund. The Deputy Director's determination shall constitute EPA's final decision. Respondents shall pay the costs owed pursuant to EPA's final decision, regardless of whether Respondents agree with the decision, within fourteen (14) days after the date of said decision. Respondents' payment shall include interest on the amount due, calculated from the date of Respondents' receipt of EPA's cost summary to the date of payment, at the rate specified for interest on investments of the Hazardous Substance Superfund in accordance with 42 U.S.C. § 9607(a).

(c) If Respondents fail to make payment when due under this Section, EPA reserves the right to seek statutory penalties and/or any other appropriate relief.

(d) Any disputes arising between Respondents and EPA concerning the Trust Fund or other provisions of this Order shall be resolved according to the procedures set forth in paragraphs (a), (b), and (c) of this Section.

15. Nothing in this Order is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which EPA, DTSC, or any other governmental agency or instrumentality may have against the Respondents for:

(a) any liability as a result of failure to make the payments required by Paragraphs 2, 5, and 6(a) and 6(b) of this Order or other failure to comply with the terms of this Order; or

(b) any liability not expressly included in Paragraph 13 above, including, without limitation, any liability for i) injunctive relief at the Site; ii) response costs other than those specifically described under Paragraphs 2, 5, and 6(a) and 6(b) above, including but not limited to costs of soil remediation or other response action that exceed the amount of the Trust Fund; iii) damages for injury to or loss or destruction of natural resources; or iv) criminal liability.

16. Nothing in this Order is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which EPA, DTSC, or any other governmental agency or instrumentality may have against any person, firm, corporation or other entity not a signatory to this Order.

17. The Respondents agree not to assert any claims or causes of action against the United States or the Hazardous Substance Superfund arising out of response activities undertaken at, or relating in any way to, the Site, or to seek any other costs, damages, or attorney's fees from the United States, its agencies, employees or contractors arising out of response activities undertaken at, or relating in any way to, the Site. The Respondents waive any right they might have to seek reimbursement from EPA pursuant to Section 106 of CERCLA, 42 U.S.C. § 9606, for any costs pertaining to the Site.

18. Respondent Coast Wood Preserving, Inc., agrees to indemnify, save and hold harmless the United States, its officials, agents, contractors, subcontractors, employees and representatives from any and all claims or causes of action: a)

arising from or on account of acts or omissions of Respondent Coast Wood Preserving, Inc.'s, officers, directors, employees, agents, contractors, subcontractors, successors, and assigns in conducting response actions at the Site relating to this Order; and b) for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between Respondent Coast Wood Preserving, Inc., and any person(s) for performance of work at or relating to the Site, including claims arising out of construction delays. Respondent Coast Wood Preserving, Inc., also agrees to pay the United States all costs incurred by the United States, including litigation costs arising from or on account of claims made against the United States based on any of the acts or omissions referred to in this Section.

19. With regard to claims for contribution against the Respondents for matters addressed in this Order, the parties hereto agree that the Respondents are entitled, as of the effective date of this Order, to such protection from contribution actions or claims as is provided in Section 122(h)(4) of CERCLA.

20. This Order shall be subject to a thirty-day public comment period pursuant to Section 122(i) of CERCLA. In accordance with Section 122(i)(3) of CERCLA, EPA may modify or withdraw its consent to this Order if comments received disclose facts or considerations which indicate that this Order is inappropriate, improper or inadequate.

21. The effective date of this Order shall be the date upon which EPA issues written notice to the Respondents that the public comment period pursuant to Paragraph 20 of this Order has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Order.

IT IS SO AGREED:

Respondent Coast Wood Preserving, Inc.:

By: Harold W. Logsdon
Harold W. Logsdon, President

11/18/94
Date

Harold W. Logsdon
Respondent Harold W. Logsdon

11/18/94
Date

Joyce J. Logsdon
Respondent Joyce J. Logsdon

Nov. 18, 1994
Date

Cordes P. Langley
Respondent Cordes P. Langley

Date

Marie J. Langley
Respondent Marie J. Langley

Date

IT IS SO AGREED:

Respondent Coast Wood Preserving, Inc.:

By:

Harold W. Logsdon, President

Date

Respondent Harold W. Logsdon

Date

Respondent Joyce J. Logsdon

Date

Leslie J. Langley
Respondent Cordes P. Langley

Date

Marie J. Langley
Respondent Marie J. Langley

Date

11/18/94

11-21-94

The above being agreed and consented to, IT IS SO ORDERED
this 4th day of December, 1994.

U.S. Environmental Protection Agency

By:

Keith Talcott
Jeff Zelikson, Director
Hazardous Waste Management Division
Region IX